



GENERAL TERMS AND CONDITIONS FOR FOREIGN CURRENCY ACCOUNT AND FOREIGN PAYMENT TRANSACTIONS OF LEGAL ENTITIES CLASSIFIED IN THE SMALL BUSINESS SEGMENT

1. INTRODUCTION

1.1. General Terms and Conditions for foreign currency account and foreign payment transactions of legal entities classified in the Small Business Segment (hereinafter: General Terms and Conditions) supplement the special terms defined by agreements between Intesa Sanpaolo Bank d.d. BiH (hereinafter: Bank) and legal entities, as well as artisans and other legal entities (hereinafter: customer), with whom the Bank enters into agreements on the foreign currency account and foreign payment transactions.

1.2. General Terms and Conditions apply to the rights and obligations defined by agreement between the Bank and a person that shall operate via foreign currency account, and use the foreign payment transaction services.

1.3. The Bank reserves the right to amend these General Terms and Conditions in accordance with applicable regulations and its business policy. The Bank is obliged to send a written notice thereof to the customer within min. 15 (fifteen) days prior to application of any amendment. In that case, the customer consents with any amendment thereof and may receive further information at all branches of the Bank, as well as through the valid General Terms and Conditions published on the Bank's website. If the customer chooses to reject the amendments to the General Terms and Conditions they are required to notify the Bank in writing accordingly within 15 (fifteen) days upon receipt of the Bank's written notice. Having received the customer's notice on non-acceptance, the Bank has the right to cancel this service.

2. FOREIGN CURRENCY ACCOUNT AND FOREIGN PAYMENT TRANSACTIONS

2.1. Type of the account: Foreign currency account is a multi-currency account where the foreign currency funds are held of the resident or non-resident customer based on the agreement concluded between the Bank and the customer.

2.2. Currency: Foreign currencies other than BAM

2.3 A legal entity foreign currency account is opened for cash deposits and withdrawals, payments and transfers according to the foreign currency regulations in BiH. Payments from the foreign currency account shall be effected up to the amount of funds available on the account.

2.4 A customer may open the following types of foreign currency accounts with the Bank:

- a foreign currency account for a vista deposits;
- a special purpose foreign currency account;

Funds on the special purpose accounts are an integral part of funds on the customer's accounts for regular operations.

2.5. The resident legal entities may open the foreign currency account only with the bank where they hold the BAM account opened for regular operations.

The restriction from the previous paragraph does not refer to the banks and to opening the resident foreign currency accounts that have been exempt from the restriction by law or other regulation adopted on the basis of the law.

2.6 As for the forced collection from the account, the Bank shall act in line with the applicable laws and regulations governing this area.

If the account is blocked based on the forced collection order, the Bank shall notify the customer thereof in writing and of the amount of funds required for execution of the forced collection order on the day of blockade or the following business day at the latest.

2.7. Documents required for opening a resident legal entity account with the Bank are the following:

- Application for opening and maintaining the account of legal entities, artisans and other entities;
- Appendix 1; Information about the director;
- Appendix 3; Specimen signature card;
- Questionnaire for legal entities, artisans and other entities;
- Appendix 1; Questionnaire for customers-legal entities, artisans and other entities, ownership structure;
- PEP form (for founders, ultimate beneficial owners, persons authorised for representation and presentation and persons authorised for disposing of the funds on the customer's accounts).
- FATCA Form;
- Decision on entry into the Court Register or current excerpt from the Court Register or the decision on alteration of data in the Court Register, or other respective register not older than three months;
- The customer's articles of incorporation or business rules that are not entered into the Court Register or the document of the customer's establishment, if it has not been established directly on the basis of the regulation;
- Excerpt from the law or any other regulation, if the resident has been incorporated based on the law, or other regulation;
- To open an account for a part of the legal entity (business unit or subsidiary), apart from the appropriate documents, it is necessary to submit also the court registration of the part of the legal entity that requires the account opening;
- A copy of the Official Gazette should be submitted for the legal entity established on the basis of law;
- A notice of the responsible Statistics Institute of FBiH //Institute of Statistics of Republika Srpska on the entity classification according to their activities;
- Certificate of the tax registration with the FBiH/RS Tax Authority, according to the place where the customer is registered;
- Certificate of the VAT payer registration with the Indirect Taxation Authority or a declaration of a legal entity that it is not a tax payer, except for a newly-established legal entities that have to submit this certificate within 30 (thirty) days of the transaction account opening with the Bank;
- Operating permit if it is required for specific type of business;

- Financial statement for the latest accounting period submitted to the competent institutions, and for newly-established entities, after submission of their first statement of accounts;
- Information and identification documents with photographs - copies of ID cards (passports) of the customer's legal representatives, persons authorised for disposal of funds and their specimen signatures, as well as their residence certificates not older than 6 (six) months;
- A copy of ID card (passport) of other person who only presented the necessary documents;
- Name and surname, residence address, date and place of birth of private individuals who are ultimate beneficial owners of the customer, copies of ID cards (passports) of the ultimate beneficial owners-private individuals and their residence certificates, not older than 6 (six) months;
- Power of Attorney, copies of ID cards (passports), residence certificates not older than 6 (six) months for persons who make cash deposits to the Bank's account, if they are not recorded in the specimen signature card;
- Other items according to the appropriate regulations;
- Other documents as requested by the Bank.

If the above-mentioned documents have already been submitted to the Bank for opening the BAM account, those documents should not be submitted again.

Documents required for opening a non-resident legal entity account with the Bank are the following:

- Application for opening and maintaining the account of legal entities, artisans and other entities;
- Appendix 1; Information about the Director
- Appendix 3; Specimen signature card
- Questionnaire for legal entities, artisans and other entities;
- Appendix 1; Questionnaire for customers-legal entities, artisans and other entities, ownership structure;
- PEP form (for founders, ultimate beneficial owners, persons authorised for representation and presentation and the persons authorised for disposing of funds on the customer's accounts);
- An excerpt from the register in which the non-resident customer is entered in the country where it has the registered office or, if it has been incorporated in the country where it is not entered in the register, other valid incorporation document, according to the regulation of the country where it has the registered office based on which the identity and legal form of the non-resident customer may be determined and the date of its incorporation; This instrument must not be older than three months. The instrument should be submitted in the original and in the certified translation into one of the official languages in BiH. A certified copy of the instrument or an excerpt from the responsible body register certified by a notary public may be accepted instead of the original. In that case, the notary public certification must indicate the date of review of the register, or the date when the excerpt from the register is issued
- Excerpt from the law, or any other regulation, if the non-resident account is opened on that basis;

- Certificate of the Tax Authority that the non-resident customer has been entered into its register of non-residents;
- Declaration of the non-resident's authorised person that no account exists on which the ban on disposal of funds has been imposed
- The latest annual financial statement and the report of an independent auditor on the non-resident business performance in the home country or in the country where they perform the registered activity. The non-resident customer operating for the period of time shorter than one year shall file the financial statement for the period of its operation in the current year. If the non-resident has no obligation to present the financial statement in the home country, then they shall submit the document on the tax paid.
- Information and identification documents with photographs - copies of ID cards (passports) of the customer's legal representatives, persons authorised for disposal of funds and their specimen signatures, as well as their residence certificates not older than 6 (six) months;
- A copy of ID card (passport) of other person who only presented the necessary documents;
- Identification documents of the private individual who is the ultimate beneficial owner of the legal entity- copies of ID cards (passports) and their residence certificates not older than 6 (six) months.
- Power of Attorney, copies of ID cards (passports), residence certificates not older than 6 (six) months for persons who make cash deposits to the Bank's account, if they are not recorded into the specimen signature card;
- Certificate of tax registration; Certificate must not be older than 30 days. Certificate of the Tax Authority is not mandatory for newly-established legal persons.
- Declaration of the non-resident's authorised person that no account exists on which the ban on disposal of funds has been imposed (Schedule 1)
- Operating permit if it is required for such type of activity;
- The original incorporation document or a photocopy of the original certified and signed by the notary public or other authorised institution from the seat of the registration of a foreign legal entity;
- Other documents according to the appropriate regulations;
- Other documents at the Bank's request.

If the mentioned documents have already been submitted to the Bank when opening the BAM account, the customer does not have to submit them again.

Every year the non-resident customer is required to submit the excerpt from the register in which the non-resident customer is entered in the country where it has the registered office (or if it has been established in the country where it is not entered in the register, other valid incorporation document), to the Bank no later than 31 March of the current year for that year. If the customer fails to do so, the Bank shall notify thereof the FBiH Ministry of Finance-Foreign Currency Department of the Finance Police by 30 April of the current year, and block the use of funds on the account, as well as new inflows of the funds to the non-resident customer's account until the required documents have been submitted or pay the funds and close the account at the customer's written request.

As for the submitted electronic orders, the Bank and the non-resident customer shall mutually agree on the signing of electronic orders for payment by a separate contract.

In case of opening the bankruptcy or regular liquidation proceedings after submitting the decision on opening the bankruptcy and liquidation proceedings the Bank is obliged to close the customer's account, and to transfer the funds from the closed account to the legal successor's account, i.e. the successor being determined by law or other regulation. If the successor has not been determined then the Bank shall transfer the funds to the account of funds not used by the Bank.

2.8 The Bank may, without any special explanation, reject the customer's application for the foreign currency account opening if the customer has the accounts blocked by other banks and if they operated unduly via the previously opened accounts with the Bank. The Bank shall not open a foreign currency account to those customers who, on the date of the account opening, have outstanding liabilities toward the Bank on any basis.

2.9. The Bank may, without any special explanation, reject the customer's application for the foreign currency account opening if the customer has the accounts blocked by other banks and if they operated unduly via the previously opened accounts with the Bank. The Bank shall not open a foreign currency account to those customers who, on the date of the account opening, have outstanding liabilities toward the Bank on any basis.

The Bank must not close the account with the recorded outstanding forced collection orders. Exceptionally, the Bank shall close the customer's accounts as a result of application of regulations requiring the account closing. In that event the forced collection orders shall be recorded to the legal successor's account or returned to the ordering party according to the BiH applicable regulations.

2.10 An inactive account is the account where there has been no activity such as deposit or withdrawal of funds, made or ordered by the holder, legal representative or other authorised person (hereinafter: customer) for 12 months from the latest activity or for 12 months after expiry of the agreed deadline or agreed relationship in case of term and special purpose deposits and the deposits connected to the card operations. The Bank shall send a written notice of the account closing to the Customer's latest known address. If the Customer fails to activate their account within 15 days of receipt of the notice, the Bank shall close the account immediately if there are no funds thereon. If there are funds on the account, the Bank shall transfer them to the revenue account and close the account. At any time, the customer may submit to the Bank a proof of ownership over the funds mentioned in the previous paragraph and the Bank shall disburse the funds after ownership identification at its expense.

The inactive account closing fee shall not be higher than the fee applied for the foreign currency account closing.

2.11. The foreign currency account opening agreement shall be concluded for a fixed period of one year from the date of the agreement conclusion with its automatic renewal. Every party has the right to terminate the Agreement by a written notice that should be submitted 8 days prior to the Agreement expiry. In that case the account

shall be closed after all payable and outstanding liabilities toward the Bank have been settled.

2.12 No limitation exists as to the minimum and maximum amount of funds on the account, as well as the number of deposits and withdrawals to/from the account. The funds on the account shall be available to the customer at their request up to the amount of current balance.

2.13. The nominal interest rate the Bank pays to the Customer for the amount of positive balance on their account is 0% per annum. The interest rate is fixed during the Foreign Currency Account Agreement and is calculated by application of the conform calculation method. The interest amount shall be paid to the customer at the end of the month for that month.

2.14. The Bank shall inform the customer on the balance and all changes on the account the next day of the day when the change occurs, via the account activity statement to be taken over at the Bank or be delivered via e-mail or electronic bank or through SWIFT if the customer satisfies the conditions for delivery of the statement through SWIFT. The Customer shall check the correctness of the statement and to file a complaint to the Bank within the next 2 (two) business days.

2.15. The customer is required to inform the Bank on changes in the Decision/Excerpt from the Court Register immediately or no later than within 8 (eight) days from the day of change, as well as on all possible changes of status, address, authorised persons and other changes related to the identification documents submitted in the account opening process, by submitting the appropriate documents where the changes are evident and by depositing the signatures of authorised persons.

The customer agrees that the Bank may correct the wrong book entries in their account that may occur due to the Bank's error, on the same business day. After the mentioned business day, the subsequent corrections are possible after sending a written notice to the customer and receiving the written consent from the customer either through the official e-mail address the customer sent to the Bank for the purpose of communication or through the post.

The Bank shall not bear any responsibility for untimely executed orders due to the force majeure, electricity outage, telecommunication interruption or malfunctioning of the system for interbank transactions, as well as other similar causes that cannot be attributed to the Bank.

2.16. By signing this Agreement, the customer gives an irrevocable consent to the Bank to take all actions related to the processing of personal data of the person authorised to represent the customer, obtained during the Agreement realisation and the confidential information obtained during the Agreement realisation, and to deliver such data to members of the Intesa Sanpaolo Group in the country and abroad, and to companies with which it has concluded a business cooperation agreement related to providing services to the Bank and the companies dealing with credit history checks and statistics, and to any government authority or institution to which the Bank is obliged to deliver such data pursuant to valid regulations, all with an objective of regulating this contractual relation with the Bank and all other contractual/business relations the customer might have with the Bank. The consent is valid from the moment of signing the Agreement until its expiry on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. By signing this Agreement, the customer approves that the Bank shall have the right to submit the

account information and the documents in the Agreement file to the digital archives/central data base of the Group to which the Bank belongs.

Exceptionally, the Bank may submit the data on the Customer's account changes and the balance as well as other data obtained based on the established business cooperation with the customer to the third party-(legal or natural person), if they have the customer's written consent.

2.17. Parties to the Agreement agree that the Bank shall not bear any responsibility if it is unable to effect transactions subject to any restrictions imposed on the Bank by Intesa Sanpaolo Group, international sanctions imposed by the United Nations, European Union (EEAS), OFAC and other institutions both in BiH and the states whose restrictions affect the business operations of Intesa Sanpaolo Group and the Bank.

2.18. By signing this Agreement, the customer undertakes to ensure that they and their employees, treat all data they have access to or learn during their business cooperation with the Bank as confidential information and a business/banking secret. It also undertakes not to disclose it to third parties, during and after termination of business cooperation with the Bank, unless they are ordered to do so by government authorities.

2.19. The customer's order for payment from the foreign currency account that must be signed and certified, may be given only by the persons authorised to dispose of the account, whose signatures have been submitted to the Bank. If the customer uses an electronic bank, the orders should be signed according to the regulations governing the electronic signature.

The customer shall submit to the Bank a duly completed order for cash payment and withdrawal on the prescribed form.

The Bank is required to execute cashless payment orders on the banking day when the order is received with the value date two business days from the date when the order is received. The customer may request that the order be executed at the value date that falls one day after the day of the order receipt or at the value date when the order is received. The Bank shall take the customer's instruction into account if the requested value date is possible according to the business days of the correspondent banks and if the customer's request has been received by 10:00 hrs on the day of the order receipt and if the consent of the relevant Department within the Bank has been received for which the customer applies to the responsible RM. It is not possible to request that the order's value date is the same business day for the currencies AUD, AED, HKD, JPY, SGD and THB such as the day when the order has been received.

The Bank is obliged to execute a payment order only if there is adequate coverage in the customer's account.

The Bank is obliged to execute payment orders that:

- are properly completed and authorised or authentic,
- duly identify the destination bank,
- identify the recipient with relevant degree of certainty,

- identify the purpose of the payment,
- if a copy of the document based on which the payment is made has been attached to the order.

The Bank is obliged to provide the customer with the information on the conditions under which the payment order is executed, time it takes to execute the order, from the time of its submission to the time of payment to the recipient, method of calculation of commission and other costs, if any, and applied exchange rate.

Having executed the payment order, the Bank shall provide the customer with the information on the effected payment, the original amount based on which the payment has been effected, amount of all costs and commissions the payer should pay and the value date. The mentioned information shall be given to the customer through items on the account activity statement or via the payment confirmation delivered to the customer via e-mail.

The payment to the recipient is made by the account approval in the currency according to the instructions indicated in the order, no later than the next banking day. The Bank is not obliged to approve the customer's account if the customer, at the Bank's request, has not submitted the documents identifying the inflow.

If the Bank makes an error in the phase of order execution, the Bank shall reimburse the costs incurred to the customer.

The Bank shall not bear the responsibility for untimely executed orders due to the force majeure, electricity outage, telecommunication interruption or malfunctioning of the system for interbank transactions, as well as other similar causes that cannot be attributed to the Bank.

The customer expressly authorises the Bank and gives irrevocable order to the Bank to collect the receivables resulting from the payments services, arising out of this Foreign Currency Account Agreement, according to the applicable Decision on Fee Tariffs of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina for domicile and foreign legal entities classified in the Small Business Segment, directly from the transaction or foreign currency account. If there are insufficient funds in the accounts, the Bank shall collect the receivables from the funds in all accounts the customer holds with the Bank. The customer hereby agrees that, in order to settle the liabilities for fees and other Bank's receivables, the Bank may convert the funds into BAM according to the official exchange rate of the Central Bank of BiH on the date when the receivables are settled. The customer hereby agrees that, in order to settle the liabilities for fees and other Bank's receivables the Bank may convert the funds into BAM according to the official exchange rate of the Central Bank of BiH on the date when the receivables are settled.

3. FEES

The fee for negotiation and maintenance of the foreign currency account, including the fees for effecting transactions via foreign payments system, shall be collected according to the applicable Fee Tariffs of Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the Small Business Segment.

4. FINAL PROVISIONS

4.1. These General Terms and Conditions shall enter into force on their adoption date.

SB_14_24/4.2.

4.2. All matters not explicitly regulated by these General Terms and Conditions shall be subject to applicable regulations and other documents of the Bank defining the legal entity operations

4.3. In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations and documents, such regulations shall apply until the amendments have been made to these Terms and Conditions

Place and Date:

Signature and stamp of the customer's authorised person:

